

U ND 400001 80-60515-67296-8

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NORTH DAKOTA

Bankruptcy No. 02-30679  
Chapter 7  
Honorable

UNITED STATES  
BANKRUPTCY COURT  
DISTRICT OF  
NORTH DAKOTA

2002 JUL -2 P 2:42

IN RE:

MELISSA CONNER  
Debtor

For Clerks use to place time stamp here

FILED

**REAFFIRMATION AGREEMENT**

I have filed a Petition for Relief under Chapter 7 of the Bankruptcy Code ("Bankruptcy Petition"). At the time I filed my Bankruptcy Petition, I owed Sears, Roebuck and Co. or one or more of its affiliates ("Sears") the sum of \$1767.24 (the "Debt") under account number 80-60515-67296-8 (the "Account"). Of the Debt, I hereby reaffirm and promise to pay to Sears the sum of \$500.00 (the "Reaffirmed Amount"). The Reaffirmed Amount shall bear finance charges at the annual percentage rate of 0.00%. Late, returned payment, and other fees may be imposed, however, if payment is not made in accordance with the Account and Security Agreement.

The Reaffirmed Amount shall be payable in accordance with the terms of the Account and Security Agreement. My first required minimum payment will not exceed \$12.00 (unless I have incurred additional charges, for which I shall remain responsible, on my Account since I filed my Bankruptcy Petition, in which case I understand that my required minimum payment will be higher) and shall be due by the payment due date shown on the first Account Statement sent to me following the time my right to cancel (rescind) this Reaffirmation Agreement expires.

It is further agreed and understood that I am reaffirming the Reaffirmed Amount in order to retain my credit privileges. My credit privileges under the Account and Security Agreement shall be reinstated after my right to cancel (rescind) this Reaffirmation Agreement has expired. My revised credit limit, which includes the Reaffirmed Amount, shall be \$250.00.

Any future transactions on my Account may change both the time needed to fully pay this Account and the total amount I will have to pay. I agree to be bound by the terms of the Account and Security Agreement (as it may be amended from time to time), which is incorporated herein by reference and which shall continue in full force and effect. This Account and Security Agreement may differ in some respects (such as, for example, provisions for the arbitration of disputes) from the version that was in effect when I filed for bankruptcy.

New transactions on my Account, including any fees, shall bear finance charges at the applicable annual percentage rate as provided in the Account and Security Agreement.

**I UNDERSTAND THAT I MAY CANCEL (RESCIND) THIS REAFFIRMATION AGREEMENT AND NOT BE OBLIGATED TO PAY THE REAFFIRMED AMOUNT BY NOTIFYING SEARS THAT I AM CANCELLING (RESCINDING) THIS REAFFIRMATION AGREEMENT WITHIN SIXTY (60) DAYS AFTER THIS REAFFIRMATION AGREEMENT IS FILED WITH THE COURT OR BEFORE MY DISCHARGE IS GRANTED BY THE COURT, WHICHEVER HAPPENS LATER. TO CANCEL (RESCIND), I MAY MAIL A CANCELLATION (RESCISSION) NOTICE TO: SEARS, P.O. BOX 7901, DES MOINES, IA 50322.**

**I FURTHER UNDERSTAND THAT I AM NOT REQUIRED TO ENTER INTO THIS REAFFIRMATION AGREEMENT UNDER TITLE 11, UNITED STATES CODE, OR UNDER ANY NON-BANKRUPTCY LAWS, OR UNDER ANY AGREEMENT NOT IN ACCORDANCE WITH TITLE 11, UNITED STATES CODE, SPECIFICALLY 11 U.S.C. §524(c).**

Sears,

By: John Wood 6-28-02  
Date

I acknowledge receipt of the "IMPORTANT NOTICE" and a copy of the current Account and Security Agreement.

Melissa P. Conner 6/28/02  
Debtor Date

**DECLARATION OF ATTORNEY REGARDING REAFFIRMATION  
AGREEMENT BETWEEN SEARS AND THE DEBTOR**

The undersigned attorney for the Debtor declares (1) that I have fully advised the Debtor of the legal effect and consequences of the Reaffirmation Agreement and of any default thereunder, (2) that the Reaffirmation Agreement represents a fully informed and voluntary agreement by the Debtor, and (3) that the Reaffirmation Agreement does not impose an undue hardship on the Debtor, or on any dependents of the Debtor.

Debtor's Attorney Kfj Bar # \_\_\_\_\_ Date 6/28/02